

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

FILED

AUG 16 2001

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

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CLERK, U.S. DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
BY SA DEPUTY CLERK

*Plaintiff,*

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§

vs.

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Civil Action No. A-00CA-595-SS

CAPITAL ANESTHESIOLOGY  
ASSOCIATION,

§  
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§

*Defendant.*

§

SETTLEMENT AGREEMENT

The parties to this Settlement Agreement (the "Agreement") are the Plaintiff, United States Equal Employment Opportunity Commission ("EEOC"), and Defendant, Capitol Anesthesiology Association ("Capitol"). The EEOC initiated this lawsuit under Title VII of the Civil Rights Act of 1964, as amended and Title I of the Civil Rights Act of 1991, to correct alleged unlawful employment practices on the basis of gender. Capitol denies the allegations brought by the EEOC as alleged in the Complaint filed in this Civil Action, and specifically denies it discriminated against any individual on the basis of gender or that it engaged in any unlawful practice under Title VII.

The EEOC and Capitol wish to settle this action, without the necessity of further litigation, pursuant to the terms delineated in this Agreement, and the EEOC and Capitol agree that the execution and/or entry of the Agreement does not serve as an admission of liability on Capitol's part.

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. This Court has jurisdiction of the subject matter of this action and the parties, venue is proper, and all administrative prerequisites to the EEOC's filing of this action have been met. The

parties stipulate to the Court's jurisdiction.

2. This Agreement resolves only the equitable and injunctive issues raised in EEOC's complaint in this case. The EEOC waives further litigation of all issues raised in the above-referenced complaint, however, such waiver does not affect the rights of Shirley A. Wolff, Carole Annette Rinehart, Debora A. Kruger, Gina K. Wolff, Theresa M. Hitt, Jo Ann Diaz and Diana Martinez (the "Intervenors"), to pursue any relief sought in the Intervenors' Complaint, including but limited to monetary relief. EEOC expressly reserves its right, however, to process and litigate any other charges which may now be pending or may in the future be filed against Capitol, and which are unrelated to the facts and claims raised in the Charges filed by Shirley A. Wolff assigned to Charge Number 36A-99-0202; Carole Annette Rinehart assigned to Charge Number 36A-99-0203; Debora A. Kruger assigned to Charge Number 36A-99-0204; Gina K. Wolff assigned to Charge Number 36A-99-0205; Theresa M. Hitt assigned to Charge Number 36A-99-0207; Jo Ann Diaz assigned to Charge Number 36A-99-0208; and Diana Martinez assigned to Charge Number 36A-99-0231.

3. The duration of this Agreement shall be one year from the date of its filing with the Court. This Court shall retain jurisdiction of this action during the period of this Agreement and may enter such other and further relief as it deems appropriate to ensure implementation and enforcement of its provisions. Any violation of the Agreement by Defendant Capitol or its agents or assigns shall toll the running of this one-year period as of the date of the violation. If the Court subsequently determines this Agreement was violated, the one-year period shall recommence and continue from the date of entry of an Order setting out such a violation or until such time as ordered by the Court. Should the Court find the Agreement was not violated, the one-year period shall recommence,

retroactive to the date of the entry of this Agreement.

4. Defendant Capitol, its agents, officers, employees, servants, successors, and assigns, are enjoined, during the term of this Agreement, from discriminating against any employee on the basis of gender, and from engaging in any other act or practice which has the purpose or effect of unlawfully discriminating against any past, present, or future employee on the basis of gender.

5. Within 90 days of the date of entry of this Agreement, all supervisory and managerial employees employed by Defendant Capitol shall participate in EEO gender-based discrimination training, of not less than two hours. This training shall explain the law relating to gender-based discrimination. Within 30 days prior to the date scheduled for this training, Defendant Capitol shall furnish to the EEOC a written report describing the gender-based discrimination training to be attended by the employees referred to in this paragraph, identifying the instructor(s) and describing his/her/their qualifications to conduct such training, and the EEOC shall have the right to approve the training and/or the instructor(s).

6. Defendant Capitol, its agents, officers, employees, servants, successors, and assigns, shall post a notice regarding its practices, policies, and intent not to discriminate against any employee in violation of Title VII. Such notice shall be as set forth in Exhibit A, which is attached to this Agreement. A copy of Exhibit A shall be posted at Defendant Capitol's Austin, Texas facility, on all employee bulletin boards and other areas where employees are likely to congregate. The notices shall be posted within 10 days of the filing date of this Agreement and shall remain posted for the duration of the Agreement.

7. The EEOC shall have the right to ensure compliance with the terms of this Agreement and may after written request is served on Defendant Capitol giving 5 days of notice: (a) conduct

inspections of Defendant Capitol's Austin Texas facility; (b) interview employees; and (c) examine and copy relevant documents. Provided, however, that Capitol shall have the right to have an attorney present during interviews of management level employees. Capitol also reserves the right to withhold any documents requested by the EEOC that would be protected by the attorney client or work product privileges under the Federal Rules of Civil Procedure.

8. The terms of this Agreement shall be binding upon the EEOC and Defendant Capitol, its agents, officers, employees, servants, successors, and assigns, as to the issues resolved herein. The terms of this Agreement are a compromise and settlement of any disputed claims, the validity, existence or occurrence of which are expressly denied by Capitol. This Agreement does not constitute, and shall not be construed as, an admission by Capitol of any violation of any federal, state or local statute, law or regulation or of any right of the Intervenors. To the contrary, Capitol denies any liability or any harm whatsoever to the Intervenors.

9. Only with respect to the parties to this Agreement, the parties agree that pursuant to Section 706(k) of Title VII, 42 U.S.C. § 2000e-5(k), there is no "prevailing party" in this action or proceeding, and as such, each party shall bear their own costs and attorney's fees incurred in this action.

The Clerk shall furnish a copy hereof to each attorney of record.

SO ORDERED.

Signed this 16<sup>th</sup> day of August, 2001.

  
SAM SPARKS  
UNITED STATES DISTRICT JUDGE

Respectfully submitted,

GWENDOLYN YOUNG REAMS  
Associate General Counsel

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ATTORNEYS FOR PLAINTIFF

**NOTICE TO ALL EMPLOYEES**

CAPITOL ANESTHESIOLOGY ASSOCIATION SUPPORTS FEDERAL LAW REQUIRING THERE BE NO DISCRIMINATION AGAINST ANY APPLICANT OR EMPLOYEE BECAUSE OF HIS OR HER RACE, COLOR, SEX, NATIONAL ORIGIN, RELIGION, AGE OR DISABILITY AND REAFFIRMS ITS COMMITMENT NOT TO DISCRIMINATE AGAINST ANY APPLICANT OR EMPLOYEE ON ANY TERM OR CONDITION OF EMPLOYMENT BECAUSE OF HIS OR HER GENDER.

IF YOU BELIEVE YOU ARE BEING DISCRIMINATED AGAINST IN ANY TERM OR CONDITION OF YOUR EMPLOYMENT BECAUSE OF YOUR RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY, OR THAT YOU ARE BEING SUBJECTED TO HARASSMENT BECAUSE OF YOUR GENDER OR HAVING ENGAGED IN TITLE VII-PROTECTED ACTIVITY, YOU ARE ENCOURAGED TO SEEK ASSISTANCE FROM THE PERSONNEL DEPARTMENT, THE CHIEF EXECUTIVE OFFICER, THE BOARD OF DIRECTORS, OR FROM THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, 5410 FREDERICKSBURG ROAD, SUITE 200, SAN ANTONIO, TEXAS 78229-3550, (210) 281-7600 OR 1-800-669-4000.

NO RETALIATORY ACTION MAY BE TAKEN AGAINST YOU FOR SEEKING ASSISTANCE, FILING A CHARGE, OR COMMUNICATING WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION.

EEOC ENFORCES TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, WHICH PROHIBITS EMPLOYMENT DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN; THE AGE DISCRIMINATION IN EMPLOYMENT ACT; THE EQUAL PAY ACT; PROHIBITIONS AGAINST DISCRIMINATION AFFECTING INDIVIDUALS WITH DISABILITIES; SECTIONS OF THE CIVIL RIGHTS ACT OF 1991, AND TITLE I OF THE AMERICANS WITH DISABILITIES ACT, WHICH PROHIBITS DISCRIMINATION AGAINST PEOPLE WITH DISABILITIES IN THE PRIVATE SECTOR AND STATE AND LOCAL GOVERNMENTS.

**EXHIBIT "A"**